

## STATEMENT OF TUITION ASSURANCE FOR EXEMPT TAFE VET STUDENT LOANS (VSL) PROVIDERS

South West Institute of TAFE (SWTAFE) is required to comply with VET tuition assurance requirements as described in the VET Student Loans Act 2016 (VSL Act), unless exempted from this requirement by a Minister from the Commonwealth Department of Education and Training. VET tuition assurance arrangements are designed to protect domestic VET students in the event that SWTAFE ceases to be able to provide a course of study, in which a student is enrolled.

### Introduction

1. Tuition assurance protects students in the event a course provided by an approved VSL provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course, sometimes with another provider, and where this is not possible, the students' FEE-HELP balance for the affected part of the course will be re-credited.
2. As an approved provider under the *VET Student Loans Act 2016*, South West TAFE ABN: ABN 76 750 96 9 979 must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
3. It is intended that, from 1 January 2018, South West TAFE will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, South West TAFE is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students.
4. This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and South West TAFE's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on South West TAFE's website and advised to all students that have enrolled in the intervening period.

**What happens if South West TAFE ceases to provide a course after it starts but before it is completed or fails to start a course on the scheduled start date?**

### Information for affected students

6. South West TAFE will notify affected students in writing that an approved course is no longer provided within 2 business days after South West TAFE ceases to provide the course after it starts but before it is completed.
7. As soon as practicable, South West TAFE will also update its website to reflect that the course is no longer being delivered and to give students information about the relevant tuition assurance arrangements.

### Replacement courses

8. South West TAFE will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
9. Replacement courses must meet the following requirements:

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- the course must lead to the same or comparable qualification as the original course;
  - the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
  - the location of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
  - the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.
10. Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.
11. A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.
12. A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:
- a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
  - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
13. Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
14. If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees, and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

### Re-crediting of students' FEE-HELP balances

15. Where there is no suitable replacement course for a student, South West TAFE will re-credit the student's FEE-HELP balance for the affected parts of the original course. The amount re-credited will be equal to the amount of VET student loan used to pay tuition fees for the student for the course, or parts of the course.

### Prepaid fees

16. For tuition fees paid up-front greater than \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from South West TAFE if South West TAFE fails to provide the agreed services; refer to PPP153 VET Student Loans Refund Guidelines for further information.
17. For tuition fees paid up-front below \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from South West TAFE if South West TAFE fails to provide the agreed services. Please refer to PPP153 VET Student Loans Refund Guidelines for further information.

### Record keeping

18. It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from South West TAFE.

## Obligations of replacement provider

19. Where a student accepts an offer in a replacement course where William Angliss Institute is the approved course provider who provides the replacement course, William Angliss Institute will:
- i. give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the acceptance
  - ii. ensure that the student receives credits for the parts of the original course successfully completed by the student, as evidenced by:
    - a statement of attainment or other Australian Qualifications Framework certification documentation issued in accordance with the Australian Qualifications Framework; or
    - an authenticated VET transcript issued by the Student Identifiers registrar.
  - iii. ensure that if tuition fees have been paid for the affected part of the original course, the student is not charged tuition fees for the replacement component of the replacement course; and
  - iv. ensure the student is enrolled in the replacement course as soon as practicable.

## Legislative and/or Organisational Management Context

20. This statement enables SWTAFE to comply with regulatory and management instruments including but not limited to:
- VET Student Loan (Course and Caps) Determination 2016
  - VET Student Loan Rules 2016
  - VET Student Loans (VSL Tuition Protection Levy) Act 2020
  - VET Student Loans Act 2016

For further information visit [Tuition Protection Service - VET](#)